



FILED

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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND



Emanuel Simon El Bey
Makare Akhet Aten Simon El Bey
P.O. Box 1188
Richmond Territory
California State Republic
Postal Zone [94804]
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**United States District Court
Northern District of California**

**WRIT OF MANDAMUS
IN THE NATURE OF REMOVAL**

E-filing

(FROM SUPERIOR (STATE) COURT TO FEDERAL COURT

28 § 1441- § 1446)

CASE NUMBER

C07-06126

ADR

JL

**Berkeley Police Department
State of California, Department of Motor Vehicles, et al
Plaintiffs,**

V

**Emanuel Simon El Bey
Makare Akhet Aten Simon El Bey**

In Propria Persona Sui Juris

Defendants.

ORIGINAL JURISDICTION

MINISTERS, CONSULS, DIPLOMATS: Article 3, Section 2 U.S.C.

Federal Question:

Constitution, Treaty, Religious Liberty, etc.

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PLAINTIFFS

1. Berkeley Police Department
2. State Of California, Department of Motor Vehicles

DEFENDANTS

1. Emanuel Simon El Bey
2. Makare Akhet Aten Simon El Bey

In Propria Presona Sui Juris.

Official Notice is hereby served on the Berkeley Police Department and the State of California Department of Motor Vehicles, et al. The Above named Plaintiffs-all cases and Jurisdiction/Venue moved to Federal Court. All Matters, Complaints, Summons, Suits, etc., must be filed with Federal Court, pursuant to Jurisdiction named hereinafter.

SUBJECT MATTER JURISDICTION

1. The United States District Court for the Northern District of California has jurisdiction to hear Defendants case. The affairs are of a Constitutional, Treaty Nature, and are of Federal Jurisdiction only. The States cannot make treaties and thus, have no Jurisdiction. Change in venue should be recognized by inferior courts. Jurisdiction claimed without mutual agreement within proper forum is void of law.

2. Defendants are indeed Moors, Indigenous by Nature, Birthright, and are the Natural People of North America. Our freehold inheritance is in our Moabite Mothers and Fathers which we honor. Defendants are Part and Parcel of the Government at which the Union of States are Obligated.

Title 22. Foreign Relations and Intercourse

Title 22 Chapter 2 Section 143, General Jurisdiction in Civil Cases.

Such officers are also invested with all the judicial authority necessary to execute the provisions of such treaties, prospectively. In regard to civil rights, contract, at the port where , or nearest to which,

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1 it was to be executed, and in all other matters, at the port where, or nearest to which the damage
2 complained of was sustained. Provided such port be one of the ports at which the United States are
3 represented by Consuls. Such jurisdiction shall embrace all controversies between citizens of the
4 United States, or others. Provided for by such treaties respectively.

5 R.S. § 4085.

6 **II.**

7 **JURISDICTION**

8 Jurisdiction/Venue are hereby placed in one Supreme Court, pursuant to Article III Section 2 of
9 the United States Constitution of North America.

10 **Section 2.** The judicial power shall extend to all cases, in law and equity, arising under this Constitution,
11 the laws of the United States, and treaties made, or which shall be made, under their authority;- to all
12 cases affecting ambassadors, other public ministers and consuls;- to all cases of admiralty and maritime
13 jurisdiction;- to controversies to which the United States shall be a party;- to controversies between
14 citizens of different states;- between citizens of another state;- between citizens of different states;-
15 between citizens of the same state claiming lands under grants of different states, and between a state, or
16 the citizens thereof, and foreign states, citizens or subjects.

17 In all cases affecting ambassadors, other public ministers and consuls, and those in which a state shall be a
18 party, the Supreme Court shall have original jurisdiction. In all the other cases before mentioned, the
19 Supreme Court shall have appellate jurisdiction, both as to law and fact, with such exceptions, and under
20 such regulations as the Congress shall make.

21 The trial of all crimes, except in cases of impeachment, shall be by jury; and such trial shall be held
22 in the state where said crimes shall have been committed; but when not committed within any state,
23 the trial shall be at such place or places as the Congress may by law have directed.

24 Defendants in the above named are Ancient Indigenous Peoples of Moorish decent. Filing this
25 suit of Writ of Mandamus, Defendants posses Free-hold inheritance status; squarely affirmed and
26 bound by the Zodiac Constitution with all due respect and honors to the Constitution for the
27 United States Republic, and the Treaty of Peace and Friendship dated 1787.

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Between Morocco and the United States.

Article 3: If either of the parties shall be at war with any nation whatever and take a prize belonging to that nation, and there shall be found on board subject of effects belonging to either of the parties, the subject shall set at liberty and the effect returned to the owners. And if any goods belonging to any nation, with whom either the parties shall be at war, shall pass free and unmolested without any attempt being made to take or detain them.

Article 14: The commerce with the United States shall be on the same footing as the commerce with Spain, or as that with the most favored nation for the time being; and their citizens shall be respected and esteemed, and have full liberty to pass and repass our country and seaports whenever they please, without interruption.

Article 20: If any of the citizens of the United States, or any persons under their protection, shall have any disputes with each other, the consul shall decide between the parties, and whenever the consul shall require any aid or assistance from our government, to enforce his decisions, it be immediately granted to him.

The Zodiac Constitution

Zodiac Constitution Birthright of the Moorish American (The Beys and Els)

Article 2: The 12 Jurymen of the 50 Union States magna Charta document of European Supremacy and the nine judges of their Supreme Court were founded upon the Moorish Zodiac 12 signs, Mathematical Constitution, the lawmakers have no jurisdiction over the free Moors, the Beys, and Els in the inherited land of the Moorish Nation, namely: U.S.A., Canada, Central, and South America.

Article 3: The lawmakers of the 48 States Union order cannot force the Moors, the Beys and Els, to pay taxes because taxation without representation is a supreme violation of the Moorish Zodiac birthrights.

Freedom of Movement, Mobility rights or the **Universal Right to Travel**. Stated By the **United Nations**.

Human Rights is respected in numerous Western States. It Asserts that a citizen of a state, in

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1 which that citizen is present, generally has the right to leave that state, and return to that state at
2 any time.

3 Of equal and greater importance to travel to, reside in, and/or work in any part of the state the citizen
4 wishes without interference from the state.

5 **III**

6 **CAUSE OF ACTION**

7 **1.**

8 November 27, 2007; Defendants Emanuel Simon El Bey and Makare Akhet Aten El Bey were
9 traveling to Pick and Pack Liquor Store located at 1286 San Pablo Avenue, Berkeley Territory,
10 California State Republic.

11 The time was in the 4 O'clock evening hour. Defendant(s) parked, and turned off engine, to go
12 into store and purchase items. Suddenly, a Task Force Berkeley Police automobile pulled up
13 behind Defendants with their lights flashing. The European Revenue Guard badge 21. He walked
14 up to defendant while she was sitting on the steering side and asked her for her drivers license,
15 and registration. Defendant asked the revenue guard for his Delegation of Authority, and
16 Nationality identification. Suddenly the revenue guard frowned, got angry, and totally ignored the
17 question. He was determined not to answer or address it. Defendant asked for his lawful
18 D.O.A.O. again, and revenue guard refused to offer up any kind of Identification whatsoever.
19 Another Task Force guard walked up on defendant as she was seated in automobile appearing to
20 be of Chinese decent, along with another Revenue Guard appearing to be of European decent.
21 There was a total of 3 Revenue Guards.

22 The revenue guard number 21 then asked for registration on automobile. Defendant waited for
23 her husband as he located the registration. Defendant then gave paperwork to his wife
24 (defendant), and then she handed it over to revenue guard badge #21. This paper work included
25 defendants right to travel documents stating our active Indigenous status as Moors. Revenue
26 guard then went to his automobile to conspire information from information contained on
27 registration, and corporate identification cards. Defendants gave no such authority to foreign
28 revenue guard badge number 21 to carry out these actions in any manner. Revenue guard #21

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1 then received information from his database, walked back over to defendants and told them to
 2 step out of the automobile. He then stated to defendants that he was going to tow their
 3 automobile because we did not have proper registration and that Makare Akhet Aten licence was
 4 expired. Defendant stated to revenue guard that she cancelled her drivers licence with the
 5 Department of Motor Vehicles. Revenue guard then asked defendants to step back away from the
 6 automobile so the he could illegally search and seize it. Defendants received their belongings
 7 from the automobile. Revenue guard then wrote up a lawsuit ticket and stated that Defendant
 8 must sign. Defendant refused to sign fraudulent contract given the fact that her automobile was
 9 being stolen and he wanted to seal the deal by coercing her to sign unwillingly. Defendant still
 10 refused. Revenue guard then stated that if defendant did not sign fraudulent document then he
 11 would take her into custody. Defendants husband then pleaded with his wife to sign fraudulent
 12 document to avoid arrest.

13 Defendants then walked away from automobile with belongings. Plaintiff's left Defendants no
 14 option for transport home, and Defendants were left stranded. Plaintiff's received stolen property
 15 at which they illegally towed off of private property as Defendants automobile was in a parked
 16 state, and was not being operated at the time. The Towing Service that received stolen goods
 17 contracts with Berkeley Police Department. Defendants stolen property is located at; East Bay
 18 Towing, 1210 7th Street, Berkeley Territory, California State Republic, Postal Zone [94710].

19 2.

20 **Plaintiff(s) towed automobile from a private parking lot property, which is illegal.**

21 3.

22 These colorable, unconstitutional crimes against Defendants are as follows; Plaintiff's
 23 violated; The Treaty of Peace and Friendship of (1787)/ The Supreme Law of the Land-
 24 Constitution; The United States Nations "Declaration on the Rights of Indigenous Peoples"
 25 (Federally Enforced Pursuant to Article VI of the Constitution for the United States of America
 26 Republic); The New Jersey State Constitution, in harmony with the Federal Constitution.

27 Plaintiff's also in violation of Amendment VIII (The Bill of Rights of 1791)

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1 Constituting Fraud by Inducement-Title 18 U.S.C. § 241-242. Malfeasance of Office (State ex
2 rel. Knabb v. Frater, 198 Wash); Malice; Breach of Fiduciary Duty; Racketeering; Armed
3 Robbery; Extortion, Conspiracy; High Treason; Discrimination; Derivation of Life, Liberty, and
4 Property; Deprivation of Rights; Perjury of Oath; Theft by Deception; Misrepresentation;
5 Consort of Action; Obstruction of Justice; et al. Involving illegally searching, seizing Defendants
6 property identified as 1994 Infinity J30, vin # jnkay21d9rm121351.

7 4

8 Plaintiff, Berkeley Police Department conspired, effectuated their fraudulent works with, and is
9 connected to the State of California, Department of Motor Vehicles. Plaintiff's accordance rob
10 the Defendants, and force them into a fraudulent contract called a Drivers Licence, Insurance,
11 Registration, and Smog to travel on the land. Plaintiffs clearly abuse their Oath, and
12 Affirmations, to the Constitutions, Treaties. Plaintiffs have allegiance only to corporate, private,
13 color- of- law interests, and not the Defendants, or the National Constitution.

14 5.

15 The Plaintiffs are trying to force Defendants into contracting with their Corporate State to travel
16 on the land by stealing their property, in order to place a punishment on Defendants. In order to
17 get property returned to Defendants, Plaintiffs stated that Defendants must follow their
18 procedures, and pay Plaintiff(s) finance to rectify their adhesive, fraudulent, and unconstitutional
19 debt by contract to return stolen property back to Defendants.

20 6.

21 Defendants have rights to travel on the land without States permission, rules, procedures, or
22 contracts. The State of California, Department of Motor Vehicles, unconstitutional policies are in
23 error in that nowhere can there be found any requirement for Government to license anything or
24 anyone except in Article 1 Section 8 wherein Congress, **not** legislature was given option to
25 regulate conceivably through licensing.

1 Plaintiff(s) does not have the authority to licence a natural person regarding freedom of
2 movement, therefore, has no Constitutional right to enforce Defendants, who are natural peoples
3 into contractual instrument in the form of a Drivers license, registration, vehicle insurance, etc.
4 Plaintiff(s) have no constitutional or treaty right to force Defendant to sign a contract/ticket under
5 threat of being arrested. There is nothing in the constitution or treaties stating that indigenous,
6 natural peoples are to be under threat to sign a contract under any circumstances.

7 8.

8 Plaintiff(s) do not possess the authority to seize Defendants property for any of their
9 unconstitutional, color of law claims. Plaintiff(s) robbed Defendants of their property that is not
10 within their jurisdiction, and cannot be claimed by Plaintiff(s).

11 9.

12 Revenue guard #21 used his color of authority, forced, and subjected Defendant into a contract
13 by threat/coercion of taking Defendant to Jail if she did not sign contract/ticket. This is fraud by
14 criminal harassment, misrepresentation, intimidation, ect.

15 10.

16 Defendants cancelled drivers licence earlier this year in writing. Plaintiff(s) claim that
17 Defendants licence is expired is in error. Defendants have documentation showing that letters
18 were mailed to cancel instruments. As well, Plaintiff(s) replied in writing to acknowledge their
19 Order of Cancellation. Plaintiff(s) effectuate claim on November 27, 2007 incident that if licence
20 was not expired Defendants would be able to keep automobile/property. Plaintiff(s) is falsifying
21 the status of an instrument to their benefit in order to rob Defendants of their life, liberty, and
22 property. Defendants automobile was paid in full at time of purchase. Defendants currently were
23 not in a contract with Plaintiff(s). Plaintiff(s) had no constitutional right to take Defendants
24 property in that Defendants were not in contract with Plaintiff(s) corporation. Defendants did not
25 receive any permission or otherwise to own the Automobile, or to travel on the land. Plaintiff(s)
26 claims are false, in that there was no contract/instrument(s) for Plaintiff(s) to steal automobile
27 under any Constitutional or Treaty conditions.

Black Law Dictionary 3rd edition defines Expiration- Cessation; termination from mere lapse of time; as the expiration of a lease, statute, and the like. *Marshall v. Rugg*, 6 Wyo. 270, 45 Pac. 486, 33 L.R.A. 679; *Bowman v. Foot*, 29 Conn. 388; *Stuart v. Harailton*, 66 Ill. 255; *Farnum v. Platt*, 8 Pick.(Mass.) 341, 19 Am. Dec. 330; *Harris v. Goldberg*, 111 Misc. Rep. 600, 182 N.Y.S. 262, 263. The term "expiration" as in an insurance policy refers to termination of the policy by lapse of time covering the policy period, while "Cancellation" refers to termination of the policy by and act of either or both parties prior to ending of the policy period. *Beha v. Breger*, 223 N.Y.S. 726, 731, 130 Misc. Rep. 235; *Hanson v. Royal Ins Co. (C.C.A.)* 257 F. 715, 716.

IV.

Reclaiming Remedy, Rights-Relief

Because of the unconstitutional, treaty violations prescribed above, Defendants Demand the following:

1. Immediate release of automobile/property to Defendants.

Automobile location:

East Bay Towing, 1210 7th Street, Berkeley Territory, California State Republic, Postal Zone [94710]

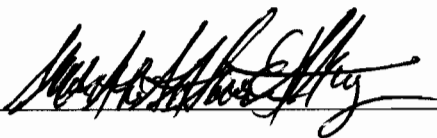
2. Payment of tow fees, costs, ect., to be paid by Plaintiff(s).

3. Restitution settlement for inconvenience, suffering, loss of wages, liberty, stolen property, and other unconstitutional violations against Defendants in the amount of \$3,000,000.00 Three Million Dollars in Federal Reserve Notes.

4. Plaintiff(s) respect Indigenous Peoples right to travel on this land, and uphold their Oath, Affirmation, and Allegiance to the Supreme Law of the Land-- United States Constitution of North America, the Treaty of Peace and Friendship between Morocco and the United States dated 1787, the rights of Indigenous Peoples, and the Declaration of the Rights of Indigenous Peoples.

Declaration

I, Makare Akhet Aten Simon El Bey, declare to the Supreme Law of the land that the foregoing is true and correct to the best of my knowledge.



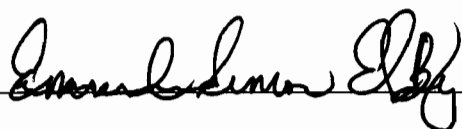
Date: 12-4-07

Makare Akhet Aten Simon El Bey

Defendant in Propria Presona Sui Juris

Without Prejudice

I, Emanuel Simon El Bey declare, to the Supreme Law of the land that the foregoing is true and correct to the best of my knowledge.



Date: 12-4-07

Emanuel Simon El Bey

Defendant in Propria Presona Sui Juris

Without Prejudice

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